

09-21-2006



To the Director of the U. S. Patent a.

103308674

documents or the new address(es) below.

1. Name of conveying party(ies):

Niagara Corporation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) September 7, 2006

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: General Electric Capital Corporation, as US Agent

Internal

Address: _____

Street Address: 201 Merritt 7

City: Stamford

State: Connecticut

Country: USA Zip: 06851

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship USA
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,354,605

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Gayle D. Grocke

Internal Address: Latham & Watkins LLP

Suite 5800

Street Address: 233 S. Wacker Drive

City: Chicago

State: Illinois Zip: 60606

Phone Number: 312-993-2622

Fax Number: 312-993-9767

Email Address: gayle.grocke@lw.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

9/13/2006

Date

Gayle D. Grocke

Name of Person Signing

Total number of pages including cover sheet, attachments, and this form: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22315-1450

09/21/2006 DBYRNE 00000001 2354605

01 FC:8521
02 FC:8523

40.00 DP
120.00 DP

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TRADEMARK
REEL: 003396 FRAME: 0104

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 7, 2006, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as US Agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 7, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, Holdings, the Lenders and the L/C Issuers from time to time party thereto, GE Capital, as US Agent for the Lenders and the L/C Issuers, and GE Leveraged Loans Limited, as UK Agent for the Lenders and L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a First Lien Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral");

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

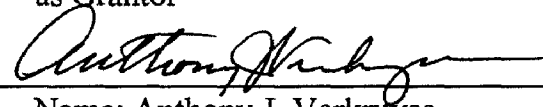
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

NIAGARA CORPORATION,

as Grantor

By:



Name: Anthony J. Verkruyse

Title: Vice President, Chief Financial
Officer and Treasurer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as US Agent

By:

Duly Authorized Signatory

[Signature Page to Trademark Security Agreement – Niagara Corporation]

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as Grantor

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Name: Anthony J. Verkruyse
Title: Vice President, Chief Financial
Officer and Treasurer

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as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as US Agent

By: 
Duly Authorized Signatory

[Signature Page to Trademark Security Agreement – Niagara Corporation]

<u>Applicant/Registrant Owner, if Different</u> <u>Client Name</u>	<u>Trademark</u> <u>Type</u> <u>Classes</u>	<u>Country</u> <u>Agent</u>	<u>Reg. No.</u> <u>App. No.</u> <u>Prior Reg. No.</u>	<u>Reg. Date</u> <u>App. Date</u> <u>TermCalc Date</u>	<u>Application/Registration</u> <u>Case Status Reason</u>
NIAGARA CORPORATION	Niagara Logo Trademark	Canada	543027 882123	Jun 22, 1998 Mar 26, 2001	Registration Active
Goods: Cold Finished, Drawn, Heat Treated And Chrome Plated Steel Bars.					
NIAGARA CORPORATION	Niagara Logo	European Community	859389		Registration Active
	Community Trademark		859389	Jun 23, 1998	
	06			Jun 23, 1998	
Goods: Steel And Other Common Metals And Their Alloys; Metal Bars, Rods, Tubes And Sheets. Class 6.					
NIAGARA CORPORATION	NIAGARA LASALLE & LOGO Trademark	United States	2354605 75/532390	Jun 06, 2000 Aug 06, 1998 Jun 06, 2000	Registration Active
	06				
Goods: Common Metal And Its Alloys In Sheet, Rod, Bar And/Or Billet Form For Use In Further Manufacture. Class 6.					
			Maintenance Action First Renewal Sec 8 - (6Th) Anniv.	Due Date Jun 06, 2010 Jun 06, 2006	Status Due Sec. 8 & 15 Accepted